

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: MARTIN GERBER et al.

Application No./Patent No.: 10/698,131

Filed/Issue Date: NOVEMBER 1, 2003

Entitled: IMPLANTABLE DEVICES AND METHODS FOR TREATING URINARY INCONTINENCE

THD SPA

(Name of Assignee)

joint stock company

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy therefore is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: MARTIN GERBER et al.

To: MEDTRONIC, INC.

The document was recorded in the United States Patent and Trademark Office at

Reel 014703, Frame 0700, or for which a copy thereof is attached.

2. From: MEDTRONIC, INC.

To: THD SPA

The document was recorded in the United States Patent and Trademark Office at

Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____

To: _____

The document was recorded in the United States Patent and Trademark Office at

Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

(NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Filippo Bastia
Signature

09/30/2008

Date

Printed or Typed Name

FILIPPO BASTIA

Telephone Number

LEGAL REPRESENTATIVE

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

ASSIGNMENT

This Agreement is by and between MEDTRONIC, INC. a corporation organized and existing under the laws of the State of Minnesota and having a principal place of business at 710 Medtronic Parkway, Minneapolis, Minnesota 55432-5604 (hereinafter the "Assignor"), and THD SPA, an Italian corporation located and doing business at Via Industria 1, 42015 Correggio, Italy (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the inventions and improvements in the patents and applications set forth on Exhibit A attached hereto and incorporated by reference herein (the "Patents").

AND WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to said Patents.

NOW, THEREFORE, to all whom it may concern, be it known that in consideration of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Assignor has sold, assigned, and transferred, and hereby does sell, assign and transfer unto Assignee, its successors or assigns, the entire right, title and interest for all countries in and to the Patents, including Assignor's rights under the International Convention for the Protection of Industrial Property, and in and to any and all extensions, divisions, continuations, continuations-in-part or reissues that may be filed with respect to the Patents that may be granted, the same to be held and enjoyed by Assignee for its own use and benefit and use and benefit of its successors and assigns to the full end of the term for which any patent of Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment and sale not been made, including without limitation the right to enforce such patents of Patents and collect damages for past or future infringement.

For the consideration aforesaid, the Assignor hereby agrees to and with Assignee, its successors and assigns, that whenever its counsel or the counsel of its successors or assigns, learned in the law, shall advise that an amendment or division of, or continuation or any continuation-in-part thereof, or any other proceeding in connection with the filing or prosecution of said domestic or foreign patent applications of Patents, including interference proceedings, is lawful and desirable, or that a reissue of extension of the is lawful and desirable, Assignor, or

executors, administrators or assigns thereof will sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid patents, or for the reissue or extension of the same, without charge to Medtronic, its successors or assigns, but at Assignee's expense.

ACCORDINGLY, each of the parties has caused this Agreement to be executed, in the manner appropriate for each, as of the date indicated.

Medtronic, Inc.

Date: July 17, 2008

By: Gary L. Ellis
Name: Gary L. Ellis
Title: Sr. Vice President and
Chief Financial Officer

[illegible]

On this 17 day of July, 2008, before me personally appeared Gary L. Ellis, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my official signature with the seal of my office, the day and year above written.

Notary Public

[SEAL]

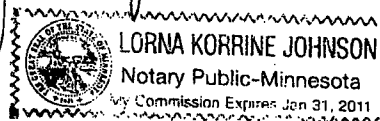


EXHIBIT A

Patent Rights US Patents

TITLE	SERIAL NO.	PATENT NO.	ISSUE DATE
Submucosal Esophageal Bulking Device	09/287,607	6,098,629	08/08/00
Submucosal Prosthesis Delivery Device	09/524,478	6,338,345	1/15/02
Submucosal Esophageal Bulking Device	09/651,751	6,401,718	6/11/02
Method of Treating Gastroesophageal Reflux Disease	10/165,518	6,725,866	4/27/04
Method and Device for Treating Gastroesophageal Reflux Disease	09/702,002	7,185,657	3/6/07
Implantable Devices and Methods for Treating Fecal Incontinence	10/698,216	7,381,180	6/3/07

US Applications

TITLE	APPL. NO.	FILING DATE
Implantable Devices and Methods for Treating Urinary Incontinence	10/698,131	11/01/03

Foreign Applications and Patents

TITLE	APPL. NO.	FILING DATE	Country
Submucosal Prosthesis Delivery Device	00921776.1	04/06/00	Europe
Implantable Devices and Methods for Treating Fecal Incontinence	0411544	10/28/04	France
Implantable Devices and Methods for Treating Fecal Incontinence	102004052139.5	10/27/04	Germany
Implantable Devices and Methods for Treating Urinary Incontinence	0411643	11/02/04	France
Implantable Devices and Methods for Treating Urinary Incontinence	102004052970.1	10/29/04	Germany